

ARTICLE 5

UNION RIGHTS

Section A. Bulletin Boards.

The Employer agrees to furnish space for Union bulletin boards at locations mutually agreed upon for use by the Local Union to enable Bargaining Unit employees to see materials posted thereon by the Union. Such mutual agreement will be arrived at locally.

The normal size of new bulletin boards will be eight (8) square feet. The Employer will continue providing bulletin boards provided under prior agreements with the Union and they need not conform to the normal size. In the event new bulletin boards are mutually agreed upon, the Union shall pay 100% of the materials and installation cost of such new boards.

All materials shall be signed, dated and posted by the President of the Local Union or his/her designee and concurrently provided to the Agency Superintendent in the Department of Education, the Agency Director or designee in the Departments of Military and Veterans Affairs and Family Independence Agency, the Appointing Authority or designee in the Departments of Corrections, Natural Resources, Community Health, Career Development, and Consumer & Industry Services, the Commanding Officer of the Human Resources Division in the Department of State Police.

No partisan political literature, nor materials ridiculing individuals by name or obvious direct reference, or defamatory to the Employer or the Union, shall be posted. The bulletin boards shall be maintained by the President of the Local Union or his/her designee, and shall be for the sole and exclusive use of the Union.

Section B. Mail Service.

Local Unions shall be permitted to use the intra-agency mail distribution services for matters which originate from conducting business with the State. For purposes of mail service provisions, "Agency" shall mean "work location."

Mailings by the Union shall be of reasonable size, volume, and frequency, and shall be prepared by the Local Union. The size of single items in the mailings shall not normally exceed nine (9) inches by fourteen (14) inches in final flat or folded configuration. The volume of such mailings shall be determined by the Local Union President or designee, and shall be sufficient to assure access by all Unit employees but shall not exceed one (1) per employee. Frequency of mailings shall be reasonable as determined by the Local Union President or designee based on current events and activities and consistent with the Agreement and Addendum but shall not exceed twenty-six (26) per calendar year. Additional special mailings of an urgent nature will be by mutual agreement.

Bulk mailing need not be addressed to specific members except in the Departments of Corrections, Natural Resources and Consumer & Industry Services. Every effort will be made to get bulk mail into work assignment locations where there are Unit members. The following persons shall be concurrently provided with a courtesy copy of all bulk mailing signed by the Local Union President or his/her designee: Education - Agency Superintendent; Military and Veterans Affairs and Family Independence Agency - Agency Director or designee; Corrections, Natural Resources, Consumer & Industry Services and Community Health - Appointing Authority or designee; State Police - Commanding Officer of the Human Resources Division.

Intra-agency and/or inter-agency mail may be used for mailings to Union officers including Chief Steward and Stewards regarding Union business with the State and for processing grievances. Union mail received through U. S. Mail or United Parcel Service or intra-agency or inter-agency addressed to the Union or any Union officer or steward in their official capacity shall in no case be opened by the Agency or any agent of the Employer.

Local Union use of the mail system shall not include any U.S. Mails or other commercial or state-wide delivery services used by the State as part of or separate from such intra-agency mail systems. The Union's use of the mail service shall be the responsibility of the Local Union President or his/her designee.

No partisan political literature, nor materials ridiculing individuals by name or obvious direct reference, or defamatory to the Employer or the Union, shall be distributed through the mail system.

The Employer shall be held harmless for the delivery and security of all mailings, including mailings directed to Local Union officials from outside the Agency.

The Employer shall assure timely delivery of mailings by the Union and of mail to the Union or Union officers and stewards to the extent possible. Mailings to the Union or Union officers and stewards shall be delivered to the Union office or placed in the Union's mail box.

Section C. Union Information Packet.

The Employer agrees to furnish to new employees of the Unit represented by the Union a packet of informational materials supplied to the Employer by the Local Union President or his/her designee. The Employer retains the right to review the material supplied and refuse to distribute any partisan political literature or material ridiculing individuals by name or obvious direct reference, or materials defamatory to the Employer or the Union.

Section D. Union Presentation.

During planned orientation of new employees, the Union shall be given an opportunity to introduce (or have introduced) one of its Local Representatives who may speak briefly to describe the Union's office location, participation in negotiations and general interest in representing employees. Where no orientation is scheduled for new employees upon entry to the Bargaining Unit, an equivalent opportunity shall be afforded the Union to address new employees. One Local Union representative shall be released from work on administrative leave to attend the orientation for Union presentation. For purposes of pay only, the properly designated Union representative from the afternoon or midnight shift shall be permitted an equivalent amount of time off from scheduled work on his/her upcoming or previous shift in accordance with Article 8, Section B. One (1) Employer representative may attend said presentation as an observer, but shall not participate in and/or interfere with the Union presentation. No partisan political material, nor materials ridiculing individuals by name or obvious direct reference, and no material defamatory to the Employer, or the Union shall be presented in the orientation. Violation of this prohibition shall be cause for suspension and/or revocation of this right by the Employer.

Section E. Union Office Space.

Subject to its availability, the Employer agrees to provide reasonable office space at work locations with twenty-five (25) or more Bargaining Unit employees to Locals of the Union. In addition, in the Department of Corrections the Employer agrees to provide each local union secure storage space at the agency/facility where each of the three local union presidents are employed, for the exclusive use of the Union. Such premises shall be for the sole and exclusive use of the Local, and shall be furnished without lease or charge unless required by applicable statute. Access and security will be in accordance with institution rules.

No partisan political activity shall be conducted in such facilities, and no partisan political literature or material ridiculing individuals by name or obvious direct reference or defamatory to the Employer, shall be prepared in or distributed from such facilities.

The Employer reserves the right to withdraw approval for the Local's use of such premise, upon thirty (30) days written notice to the Local, only due to operational requirements (where no other reasonable space is available), failure to pay statutorily required charges, misuse by the Local or its Agents, or interference with state operations.

Where approval has been withdrawn due to operational requirements, Departments or Agencies will make good faith efforts to locate and furnish premises in accordance with this Section or which afford the Union reasonable geographic access to the largest feasible number of Bargaining Unit employees.

The location, type, size and amount of office space provided to the Union shall not be subject to the grievance procedure, but disputes involving denial of availability based on operational needs or an allegation that approval for use was withdrawn without cause may be grieved.

The Union agrees to indemnify and hold harmless the Employer against any and all claims, suits, orders or judgments brought or issued against the Employer arising out of the Union's occupying office space under this Article.

Authorized personnel (i.e. as authorized through mutual agreement between the Local Union and the Agency Appointing Authority) may only have access to the Union Office when it is necessary to assure the safety of the building's occupants.

Section F. Union Meetings on State Premises.

The Employer agrees to furnish state conference and meeting rooms for Union meetings upon prior request by the President of the Local Union or his/her designee, subject to approval by the appropriate local Employer representative. Such facilities shall be furnished without charge to the Union. Union meetings on State premises shall be governed by operational considerations of the local facility.

Section G. Telephone Directory.

The Employer agrees to publish the telephone number and business address of AFSCME Council 25 in the State of Michigan telephone directory. In those Agencies where a telephone directory is published, the Appointing Authority shall publish the telephone number and business address of the corresponding Local Union.

Section H. Access to Premises by AFSCME Staff.

The Employer agrees that non-employee Officers and Representatives of AFSCME shall be admitted to the premises of the Employer during working hours upon advance notice, if possible, to the appropriate Employer representative. Such visitation shall only be for the purpose of participating in Labor-Management meetings, interviewing grievants, attending grievance hearings/conferences, and for other reasons related to the administration of this Agreement.

The Union agrees that such visitations shall be subject to operational security measures established and enforced by the Employer.

The Employer reserves the right to designate a private meeting place whenever possible or to provide a Management representative to accompany the Union officer or representative where operational or security considerations do not permit unaccompanied Union access. The Management representative shall not interfere with or participate in these visitation rights.

Section I. Access to Computers

Where the Employer provides computers for access by bargaining unit employees, printers will be available in the same location. The equipment shall enable employee access to HRMN Self Service and department intranet sites where such sites are available.